

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF 1		PAGES 79	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 386-06-003		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/03/2006		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Regional Office of Acquisition & Assistance USAID/INDIA 9000 New Delhi Place Department of State Washington, D.C. 20521-9000				CODE		8. ADDRESS OFFER TO (If other than Item 7) Same as block 7			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and FIVE copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in US Embassy/USAID, Shantipath, Chanakyapuri, New Delhi-110021 INDIA until 1000 local time 04/18/2006
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Arun Sehgal		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. +91-11 24198019		C. E-MAIL ADDRESS Group Office Email: IndiaRCO@usaid.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
To all Offerors / bidders			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY See Section G CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) Marcus A. Johnson, Jr.		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PURPOSE**

The purpose of this contract is to select a firm to manage and coordinate the provision of expert technical assistance, training and grants to initiate and complete a set of selected activities on behalf of USAID/India for its Energy Conservation and Commercialization (ECO) Project, Phase-III.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section E.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is _____. The fixed fee, if any, is _____. The estimated cost plus fixed fee, if any, is _____.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is _____. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through _____.

B.4 PRICE SCHEDULE

<u>CLIN</u>	<u>AMOUNT (\$)</u>	<u>Fixed Fee (\$)</u>	<u>TOTAL AMOUNT(\$)</u>
CLIN-Base Period			
001- (Aug.1'06 – Sept.30'08)	_____	_____	_____
CLIN-Option Period 1			
002-(Oct.1'08-Sept.30'09)	_____	_____	_____
CLIN-Option Period 2			
003-(Aug.1'06 –Sept.30'10)	_____	_____	_____
CLIN-Option Period 3			
004-(Oct.1'10-Jul.31'11)	_____	_____	_____
CEILING PRICE	_____	_____	_____

B.5 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
		1/	1/	1/
		2/	2/	2/
		3/	3/	3/

1/Base of Application:
Type of Rate: Predetermined
Period:

2/Base of Application:
Type of Rate: Predetermined
Period:

3/Base of Application:
Type of Rate: Predetermined
Period:

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B.6 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**Energy Conservation and Commercialization (ECO) Project - Phase III****Technical Assistance and Training Contractor****Background:**

A. Energy Efficiency in India - India currently ranks sixth in the world in terms of energy demand. If the Indian economy continues to achieve recent high levels of annual rates of growth, 6-7% growth in GDP, conservative estimates indicate that the national energy consumption could increase by as much as 5% per annum. At such a rate, India's demand for energy by 2015 can be expected to make the economy the fourth largest consumer of energy in the world, after the US, China and Japan. Future energy demand in the country will therefore be substantial. The estimates below indicate that by the year 2010-11 India's energy requirements could include:

- A 60% increase in annual consumption of oil;
- An almost 100% increase in annual production of coal; and
- A tripling of the demand for natural gas.

This extraordinary anticipated growth in demand will place great stress on the financial, managerial and physical resources of the country, creating capital and energy shortages as well as significant environmental problems. The latter has important global climate-change implications since India is the sixth largest emitter of greenhouse gases in the world and has the second highest emissions growth rate in the world. Most significantly, there are potential major security concerns in India related to any possible future disruptions of oil and gas supplies and the risks associated with the volatile price for petroleum crude. India's dependence on foreign sources for energy supplies aggravates the risks posed by any disruptions in supply and heightens such energy-related security concerns. Thus, it is vitally important for both public and private sector planners to explore and develop alternative means of meeting the energy requirements of the growing Indian economy. Increased energy efficiency is one alternative approach that promises to assist in bridging the expanding gap between energy supply and demand, while reducing India's dependence on fuel importation for the economy. Energy efficiency needs to be viewed as a means to advance energy security by reducing pressure on external dependence on foreign energy resources. The vision of energy efficiency as a cost-effective, environmentally sound complement to power and energy capacity-addition strategies is beginning to emerge. The passage of the Energy Conservation (EC) bill 2001 has immensely raised the profile of energy efficiency and its importance to the national development agenda. The EC Bill provides a strategic framework for the formulation and development of energy conservation policies; it attempts a balance between regulatory enforcements and voluntary participation, and between market driven methods and government mandates.

Institutional and Regulatory Frameworks: Moving Energy Efficiency (EE) into the Market-Place

The Indian experience in energy efficiency thus far is generally known to suffer from two fundamental drawbacks: halting and insufficient policy direction and the fragmented nature of institutional response. This has admittedly resulted in:

- Lack of coordination between government agencies, central ministries, within states and between the center and the states;
- Inadequate tariff structures that impede energy efficiency actions by consumers;
- Peripheral role of demand side management (DSM) in the state power sector reform processes;

- Inability to mobilize market forces that promote energy efficiency; and
- Near absence of financial intermediation to develop and invest in EE projects.

While several major institutional initiatives have been undertaken (e.g., Bureau of Energy Efficiency, Petroleum Conservation Research Authority, etc.) here is a need to help re-direct some of their programmatic objectives consistent with initiatives world-wide that focus on the design and delivery of energy efficiency business solutions and practices.

EE and state fiscal deficits

There is a strong but perverse link between energy/power efficiency and the central and state fiscal deficits. On the average, power losses that are covered by subsidies amount to over 1.5% of the national GDP and have been estimated to be over Rs. 30,000 crores (~USD 7 billion) in 2003/04 with a doubling in every three to four years. In state after state, the electricity subsidy is the largest component of state expenditure, and is, simplistically speaking, the difference between the cost of supply and the subsidized tariff offered to the farm sector. Reduction of power subsidies to advance concomitant reduction of the fiscal deficit appears to be a cost-effective, near term option. Energy efficiency improvements offer a way to reduce power sector subsidy, provided the improvements cost less than the cost of power supply to subsidized customers. Given that the marginal cost of distribution in India is high on account of the excessive T&D losses, it is most likely that in most cases the cost of efficiency improvements will be a fraction of the cost of supply. In other words, energy efficiency would directly contribute to increasing the cash flow of the utility and, moreover, could help eliminate electricity shortages, besides reducing the subsidy. The elimination of electricity shortage could have a large impact on the state treasury, since economic output and hence tax revenue will rise with the elimination of the shortage.

EE State Policy Measures

There is a growing understanding that centralized planning and design of energy efficiency programs that are the responsibility of the Bureau of Energy Efficiency (BEE) must be supported by a strong and vigorous decentralized program at the state level. Indeed, anticipating such a need, the Energy Conservation Act 2001 had provided for the establishment of state energy conservation agencies to plan and execute programs. It is essential to define an institutional framework and develop a road-map of policy actions that would advance energy efficiency at the state level. Recent steps by a few states such as Maharashtra, Gujarat, Kerala and Delhi to introduce state-wide energy conservation programs is a critical development.

The need, content and strategic thrust of a state energy conservation program will differ from state to state depending upon its size, energy resource mix, the nature and pattern of energy demand, the status of power sector reforms and the size and growth of the power sector subsidy led losses that contribute to the state's fiscal deficit. Reducing the fiscal deficit through EE is perhaps one of the strongest arguments for instituting a state level energy efficiency program.

An analyses of major EE improvement opportunities in the country, the rather substantial work that have already taken place in the nation's industrial and other sectors, as well as relevant international experience can be used to identify a few critical underlying principles that would help define state EE policy. Broadly, these principles include:

- Preparation of 'least-cost' energy plans;
- Teaming central/state regulatory policies with market-driven business strategies;
- Triggering market transformation of key energy end-use technologies to reflect reduced intensity of energy use;
- Advancing new programs and expanding existing ones among subsidized users, viz: street lighting, municipal pumping, lift irrigation, etc.; and

- Creating and building institutional capacity to plan, manage, finance and coordinate state EE programs.

The state electricity regulatory commissions could take the lead in initiating the “least-cost” planning activity. Pilot energy efficiency and demand-side management programs could provide valuable state- specific technical and economic data that could inform the planning process adding greatly to its value and credibility.

Advancing EE in high priority areas

Wherever the cost of power supply and distribution is greater than the revenue realized from the sale of power, introduction of energy efficiency must be the foremost priority. Public use of electricity for street lighting, public buildings, water pumping, municipalities, hospitals and schools together with subsidized electricity supply to farmers represent a major claim on public finances. These public and subsidized uses of electricity should receive priority action. Among these, agricultural efficiency programs that include rectification of existing pump sets, use of efficient equipment in new installations and metering of pump set electricity use merit attention. Agricultural efficiency programs represent a unique challenge in that they need to be integrated with utility programs aimed at strengthening the rural distribution network.

The newly evolved Energy Conservation and Commercialization (ECO) Project shall focus on supporting India’s efforts to develop policies and strategic plans that accelerate the market penetration of energy efficiency technologies, services and practices through business and market-friendly programs at the state and the center.

B. The Indo-U.S. Energy Dialogue - At the same time that USAID began formulating the third operational phase of the ECO project, a growing mutual recognition of shared interest merged between the U.S. and India. As the world’s two largest democracies, both nations were confronted with significant concerns related to adequate and reliable future energy supplies.

These concerns and the consequent security ramifications led to the launching, on May 31, 2005, of a unique strategic ‘Energy Dialogue’ between India and the U.S.

The goals of this dialogue are to promote increased bilateral trade and investment in the energy sector by working with the public and private entities in both countries to identify areas of cooperation and collaboration related to energy, and to build upon a broad range of cooperative activities to help mobilize secure, clean, reliable and affordable sources of energy.

To focus the efforts of this dialogue five separate but linked working groups have been created. The areas of concern of these groups are: Oil and Gas; ***Power and Energy Efficiency***; Coal; New Technology and Renewable Energy; and Civil Nuclear Energy. All five working groups have begun to develop programs aimed at achieving the objectives of the overall dialogue.

The Power and Energy Efficiency Working Group (P&EEWG) is chaired on the U.S. side by USAID/India and endeavors to advance the understanding of efficient generation, transmission and distribution of electricity and promote the exchange of information on regulatory policies. Cooperative programs will be developed to promote existing and new technologies with a special emphasis on the “last mile” distribution and utilization of electricity in urban and rural networks. The dialogue will also implement cooperative programs related to clean coal preparation and modern coal conversion systems in power generation.

On the U.S. side of the dialogue, the P&EEWG partners USAID with the U.S. Department of Energy and the U.S. Environmental Protection Agency in the effort to support the Indian Bureau of Energy Efficiency (BEE) in the Ministry of Power (MOP), state governments such as the government of Maharashtra, and the Indian Green Building Council. In that the ECO project objectives are closely aligned with those established under the

P&EEWG, the project is viewed as a key mechanism on a need basis for supporting activities and programs initiated under the auspices of the working group.

II. Program Objectives:

A five-year ECO bilateral Project Agreement was signed between the Government of India (GOI) and USAID in January 2000. Technical assistance, training and an innovative loan program to finance market development activities were funded under the project to support policy and market interventions aimed at enhancing both private and public sector capabilities to deploy market-based mechanisms for end-use investments in energy efficiency technologies and services. Please see Appendix A for more details.

The Energy Conservation and Commercialization (ECO) project has the stated objective of “reducing the rate of growth of greenhouse gas emissions through the commercialization of energy efficient technologies and service in India, within the context of the Power Sector”. This objective was slightly modified in 2003 to encompass the Distribution Reform Utilization Management (DRUM) project which is focused on the “...enhancement of access to electricity and water through power distribution reform activities.” Recently USAID/India, in collaboration with its key implementation partner agencies, determined that changing circumstances related to the energy sector in India and the world required a new phase in the implementation of the ECO project which allowed for the funding of a number of additional, but closely related energy efficiency activities that are of special interest to the GOI and USAID. The third phase of the ECO project will build on these earlier project phases, while retaining the original project purpose and objectives. More information on the earlier phase of ECO is contained in the executive summary of the ECO evaluation report posted on USAID/India’s website.

III. Statement of Work:

Under phase III of the ECO project, USAID/India will contract with a firm or entity to manage and coordinate the provision of expert technical assistance, training and grants to initiate and complete a set of selected activities. The Offeror shall be responsible for providing all necessary personnel, materials, and other facilities required to complete each of the tasks and deliverables outlined below and thereby contribute to the achievement of target project results, in a timely manner.

Specifically the Contractor shall provide an advisor to serve as the resident chief of party (COP) for the contract team. The Contractor also must have access to short term US, Indian and other international consultants with expertise in the required areas of the scope and have a proven record of managing long-term and short-term teams of US, local experts and staff. In addition, the Contractor would provide, as needed, NGOs and other institutions to ensure required expertise is available for the achievement of the deliverables.

In addition, the Contractor will be responsible for coordinating with the Ministry of Power, Bureau of Energy Efficiency and other governmental and non-governmental partners, USAID/India and other contractors working under the DRUM and WENEXA bilateral projects. The Contractor shall establish the New Delhi office for the Contractor, hire local technical, financial, programmatic and administrative/support staff.

The COP shall report directly to and work in close collaboration with the CTO, who will be responsible for the overall technical direction of the Contract.

The Contractor shall, as necessary, seek-out and develop dynamic partnerships and relationships with local firms, institutions or individuals involved in the energy sector in India related to undertaking and completing the tasks outlined above. In that an extensive and well-recognized pool of local, experienced and highly skilled, relevant expertise is available in India, it is anticipated that the Contractor will rely heavily on locally available

technical expertise, consulting firms and NGOs to implement the tasks and activities outlined in this Statement of Work below.

A. Tasks - The following illustrative categories and listing of tasks and deliverables provides a summarized description of the responsibilities that the Offeror shall undertake and complete over the life of the contract. The details contained in each summary description, related to how the Offeror is to achieve the concerned target objectives and results, vary depending upon the level of definition that the GOI and USAID have been able to develop at the time of drafting this scope of work. In some cases, there is a fairly clear and standardized implementation process envisioned, while in other cases the Offeror will be expected to propose what may be innovative or completely new processes, in India, to accomplish the desired results. Therefore, Offerors are invited to be creative in developing proposed operational modalities and implementation plans, so as to allow for innovative partnering or sub-contracting with uniquely qualified local and/or U.S. NGOs and/or private consulting firms whenever a particular task requires a set of skills or experiences that are not readily available from more conventional sources. As noted in the evaluation criteria that are part of this scope of work, such creativity and innovation will be favorably considered and credited during the proposal review and evaluation process. The scope of the Institutional Contractor will comprise the following tasks:

- Task 1: Moving to State Level Energy Efficiency**
- Task 2: Institutional Development**
- Task 3: Education Curriculum and Professional Training**
- Task 4: Support to Outreach and Extension Activities**
- Task 5: Support to Development Credit Authority**

Task 1. State Level Energy Efficiency: There is now a growing recognition and consensus within the electricity sector of the importance of refocusing current and future reform efforts on distribution efficiency and on the consumer side of the energy equation in India. While centralized planning and design of energy efficiency programs is being undertaken by BEE, it must be supported by a strong and vigorous decentralized program at the state level. Indeed establishing such a need, the EC Act 2001 provided for the establishment of state energy conservation agencies to plan and execute programs.

The initial ECO project phases successfully focused on providing assistance and training at the national level to support the establishment of the BEE, while initiating selected activities at both the national and state level aimed at promoting energy efficiency. The phase II focused more on the state level development of the action plans and designing end –use efficiency programs. Such activities included: demand side management (DSM) studies; the development of a DSM best practices guide; the creation of an energy conservation building code and standards for certification of ‘green’ buildings; the refinement of state level energy conservation action plans; and the development of specific utility distribution energy efficiency plans and/or demonstration models. The development of India’s first comprehensive Energy Conservation Building Codes with BEE is a significant step in introducing energy saving measures in government, commercial and residential buildings. The Energy Conservation Building Code (ECBCs) and standards for commercial buildings are widely considered to be cost-effective as government –based regulatory programs that can help to capture substantial energy savings. These experiences and successes serve as a base from which ECO phase III will assist to expand and enhance energy efficiency initiatives at the state and municipal levels.

1.1. Energy Conservation Action Plans - The Contractor shall focus on assisting the state designated agencies in expanding the process of developing energy conservation action plans at the state level as mandated by the EC Act 2001. In order to initiate and assist in the process of developing such action plans for selected state level agencies the Contractor shall provide required training and/or short-term technical assistance in the preparation of such action plans and in how best to ensure the early

implementation of the recommendations of such action plans once they have been adopted. Maharashtra being the first state which was provided technical assistance in this effort. Various other states like Gujarat, Karnataka, Kerala, Andhra Pradesh and Delhi are discussing such plans.

To complement the State EC action plan and as provided in the EC Act 2001, the contractor shall provide technical assistance for establishment of State level EC fund to promote efficient use of energy and finance energy conservation activities in the state.

Deliverables include but not limited, to the following:

In coordination with the selected state agencies:

1. At least two energy conservation action plans completed and adopted for implementation by them;
2. Develop and implement a set of proactive energy conservation programs to achieve the objectives of the Action Plan; and
3. Options for establishment, management and administration of State level EC fund mechanism developed and disseminated.

1.2 Energy Conservation Building Code (ECBC) - The Contractor shall collaborate with and provide technical assistance to the BEE in promulgation the Energy Conservation Building Code to the states and, as necessary, assist selected state agencies to adapt and define the terms and standards of the ECBC so as to facilitate the adoption and utilization of ECBC recommendations and standards at the state and municipal levels. As part of the ECBC India development and enforcement processes, the contractors shall identify and support several approaches to overcome the barriers for implementation. The Contract shall also advance the utilization, by the states and municipalities, of a Green Building Certification Program, such as the one developed under the auspices of the Leadership in Energy and Environment Design (LEED) effort. The following enforcement processes shall need to be addressed:

- Energy code enforcement through traditional and non-traditional methods;
- Market programs – demonstration programs to create awareness and demand for energy efficiency services, incentive or rebate schemes;
- Integration of energy codes and the green building rating systems; and
- Develop permanent institutional capabilities.

Deliverables include but not limited, to the following:

1. A detailed national action plan in partnership with the various state designated agencies to incorporate approaches for enforcement and implementation of ECBC in the various states.
2. At least four client organizations, two at the state and two at the municipal level, have adopted and formally approved the ECBC.
3. Integration of ECBC with the accreditation programs of buildings under a Green Building Certification Program.

1.3 Energy Audits - Audits and implementation of the audit recommendations have been made at the central level with a few central government buildings. Similar programs need to be initiated at the state level. The Contractor shall facilitate the completion of investment-grade energy audits for a number of public sector buildings at the state and municipal level. These audits will serve as models for expanding the process of initiating such audits on additional buildings. The Contractor shall work in coordination with the ongoing activity with Environment Protection Agency (USEPA) –Lawrence Berkely National Laboratory (LBNL) on buildings energy efficiency. The program is aimed at a) standardization of building audit process; b) converting building audits into actual energy efficiency projects by introducing identification of no- or low-cost measures; c) document energy and emissions savings; d) develop a preliminary framework to standardize collection of building energy consumption data;

building energy audit process; validation/documentation of energy savings from energy efficiency projects and simplified benchmarking approaches to facilitate comparison of energy consumption and to establish energy reduction targets in public sector buildings by using existing data (see Appendix B for more details)

Deliverables include but not limited, to the following:

1. The Contractor shall coordinate and assist, as necessary, in the completion of at least four investment-grade energy audits on public buildings that will serve as models for the expansion of these efforts. Two audits shall be at the state level and two at the municipal level.

1.4 Energy Efficiency Pilots/Demonstrations - Using the BESCOM Efficient Lighting Project (BELP) in Bangalore funded under ECO II as the model, the Contractor shall select a number of other appropriate models of energy efficiency in the areas of residential and street lighting, public buildings, municipal water pumping, agriculture efficiency, and air conditioning and heating for which plans can be designed so as to establish large-scale energy efficient pilots or demonstration model programs at state or municipal level that will serve as the basis for future expansion and the dissemination of information related to energy efficient operations.

Deliverables include but not limited, to the following:

1. Development of at least four design and implementation plans for establishing energy efficient models in the sector/area mentioned in the description above, at the state/municipal level.
2. Establish operational pilots or models for client electricity distribution/municipal utilities.

1.5 Capacity Building and Lessons Learned – The ECO II project promoted utilization of DSM programs to improve energy efficiencies. DSM is a cost-effective, commercially viable, practice with a proven record of assisting utilities to reduce leakage and loss in the distribution system. DSM enables utilities such as SEBs or unbundled distribution utilities to improve management and reduce demand for power. The use of DSM practices has been facilitated either through regulatory mandates or incentives at the state level that promote cost-effective solutions and end-use efficiency improvements to mitigate adverse impacts of increased rates on residential, commercial and agricultural customers. At the same time, increased state level utilization of DSM programs is viewed as a means of enabling Indian industries to compete more successfully in the global market and thereby expand access of such industries to the growing international financial resources that are being made available to promote actions to mitigate climate change.

Under ECO phase III the Contractor shall focus on expanding the use of DSM as a means of enhancing energy efficiency at the state level by organizing seminars to disseminate information relate to the how and why of employing DSM programs to enhance organizational energy efficiency. In conjunction with dissemination activities, the Contractor shall provide ‘*How To*’ training and technical assistance to both public and private sector entities interested in undertaking DSM programs. The Contractor will examine the scope and potential for developing and installing the load research (LR) function or cell in key utilities/discoms. The load research function would serve as a source of valuable individual customer and class information used in the DSM planning process. The objective of the LR cell would include a) identification of system demand and system load curve objective; b) analysis of various DSM programs to meet these objectives; c) designing strategy for programs implementation and d) assessing program results.

Deliverables include but not limited, to the following:

1. Develop and initiate a plan to disseminate information about and the key 'Lessons Learned' from DSM programs under ECO II.
2. Establish a load research cell in at least two utilities/discoms

Task 2. Institutional Development – Although the implementation of energy efficiency measures and demand side energy management techniques are accepted as one effective means of addressing the energy crisis, the full potential of focusing on energy efficiency remains unexploited. There are a number of obstacles to the expansion of the utilization of such energy efficiency initiatives. These include, but are not limited to; customer inertia; lack of understanding of project synergies; capital constraints; lack of technical resources; and lack of interest and understanding on the part of the chief executive officers and chief financial officers of related industries. In order to address and overcome these and other obstacles, services providers, both individuals and firms, have expressed an interest in setting up appropriate service provider organizations that will serve as the focal points for: training, lobbying, promoting and certifying energy efficiency services so as to expand the role and visibility of such services in the effort to deal with India's growing energy demands. This component of the third phase of the ECO project focuses on assisting in the establishment of functional energy efficiency non-profit, non or quasi-governmental organizations. Such organizations will promote the interests and enhance the capabilities of service providers, both firms and individuals. Such organizations will contribute to the achievement of ECO project objectives and results.

It is anticipated that the Contractor shall complete feasibility studies, recommend a plan of action and initiate other activities so as to assess, select and initiate alternative organizational plans, identify physical requirements and locations, delineate anticipated start-up and operational costs, and develop operations guidelines and bylaws for the following types of organizations. However, it should be noted that USAID and the BEE do not have a set formula for establishing such non or quasi-governmental organizations in India. Therefore, Contractors are urged to be creative in their proposals concerning the details of how they intend to proceed and accomplish the tasks and provide the deliverables summarized below.

- 2.1 Promoting the delivery of energy efficiency services:-** India has a small but growing community of energy service companies (ESCOs). ESCOs have emerged, across a wide range of industries, in response to the steep rise in energy costs and the recognized need to improve management of overall energy expenditures.

The energy efficiency programs of the past in India were aimed at setting up responsible government agencies (eg. Petroleum Conservation Research Association, the Bureau of Energy Efficiency), passing enabling legislation, building awareness and training professionals. Notwithstanding these past governmental initiatives and programs, there is a basic disconnect between policy formulation and development and growth of energy efficiency services in the country. Energy efficiency services such as energy audits and the nascent ESCO businesses operate in isolation as fragmented, isolated services without any overarching institutional support aimed at promoting their interests and improving the quality of their services. Worldwide experience with energy efficiency has repeatedly demonstrated that such singular, isolated effort rarely succeeds. The lesson has been that program elements such as the delivery of the energy efficiency service is key and is inter-dependent with governmental responsibilities such as strategic planning, awareness building, training, and financing. The teaming of governmental policy with that of business policy is key to the successful implementation of energy efficiency projects.

In support of government programs, bilateral and multilateral donors have exposed ESCO personnel and key GOI officials to the progress that countries such as the U.S., China and Brazil have made in promoting energy efficiency in their economies.

The challenge now in India is to foster the demand and growth of the energy efficiency business and services through the introduction of tailored, market driven approaches and thus build on the excellent base established by the Government of India over the past three decades. This is sought to be achieved by promoting the development of a professional energy efficiency and ESCO business association in India. to serve as a platform for ESCOs, Energy Auditors, Energy Managers and other stakeholders in the Energy Efficiency business.

The Indian ESCO community, with the assistance of the Government of India and the international donor community has begun to come together to address these obstacles and an initial step has been undertaken and the Indian Council for the Promotion of energy efficiency Business (ICPEEB) has been established to focus on activities such as;

- shifting the attention of Indian regulatory agencies to support utility-driven, DSM programs;
- creating an Indian agency to guarantee investments in ESCO projects; and
- lobbying to establish fiscal incentives to create a demand-pull for energy efficiency services, e.g., income tax rebates on payments to ESCOs for energy efficiency projects, service-tax exemptions on energy audit fees, and depreciation of benefits and tax holidays for ESCO projects.

Deliverables include but not limited, to the following:

1. Develop a plan and complete a minimum of six technical assistance activities focused on strengthening and expanding the capacity for the delivery of energy efficiency business services in the country;
2. Plan and implement training programs in marketing and concept selling skills to ESCOs;
3. Develop specific M&V protocols across sectors suitable for Indian conditions for ESCOs; and
4. Dissemination of information on EE and conservation through workshops, print and electronic media for the consumers in various sectors.

2.2 Energy Efficiency Centers –There are numerous examples of Indian industry having developed new technologies and management techniques to improve energy efficiency of equipment and processes. However, potential consumers cannot easily inform themselves about such developments or ongoing efforts to improve equipment, that they may be interested in buying. Therefore, a need exists for a public/private partnership that will establish facilities to showcase and disseminate information on the most up-to-date energy efficient technologies. Such facilities would also provide industry specific testing laboratories for new technologies, develop technical standards, and create business plans for adoption and utilization of such technologies by individual firms and customers. The establishment of at least two such industry-oriented centers e.g., lighting, electrical motors, and air conditioning and heating is envisioned under ECO phase III. Each of these centers will be located in a different geographic region of the country.

Deliverables include but not limited, to the following:

1. Complete feasibility studies for at least two such facilities, for the target industries and located in the different geographic locations.
2. Develop business plans and revenue models (subsequent to review and approval of these plans) for financing and establishing each of these facilities, complete the drafting of appropriate organizational plans, the institutional bylaws and legal framework documentation.
3. Identify potential public/private partners who would be interested in establishing these facilities.

2.3. Small Grants Program – Energy efficiency developments are usually undertaken and completed on an industry and/or technology specific basis. Often, such developments have potential for adaptation and expansion beyond the confines of the original sponsoring industry or process. Unfortunately, incentives and experience in spreading and adapting such developments beyond their origins are very limited.

Therefore, the Contractor shall establish a small grants program to provide seed funding aimed at promoting the spin-off of skills and knowledge through a consultancy arrangement or similar technical and organizational arrangement aimed at adaptation/replication of such energy efficient innovations from one industry to others. In addition, the Contractor shall provide training, in the form of seminars and workshops, to expose potential industry specific innovators to the techniques and the skills needed to expand the spin-off and potential utilization of such energy efficient developments. It is anticipated that there will be only a limited number of such grant awards during the life of ECO phase III and that the average funding level of such grants will not exceed \$50,000 each.

Deliverables include but not limited, to the following:

1. Complete the solicitation, review and award process for at least five seed grants for such spin-off and adaptation processes, and
2. Complete at least three industry specific training seminars/workshops.

Task 3. Education Curriculum and Professional Training – Indian educational institutions are world famous for producing large numbers of excellent engineers and managers. However, such professionals often lack a detailed and comprehensive understanding of energy efficiency or the skills needed to identify and implement beneficial energy saving processes in their chosen industries. In addition, such professionals do not normally have an exposure to and a working knowledge of essential financial and business skills needed to develop comprehensive, synergistic energy efficiency projects or loan applications. The Contractor shall complete a survey of appropriate educational institutions to ascertain the potential for adapting existing curricula to include energy efficiency related topics and skills. The Contractor shall coordinate with All India Council for Technical Education (AICTE) while developing such curricula. Subsequently, with the concurrence of USAID and the GOI, and in coordination of AICTE, the Contractor shall select academic institutions and collaboratively develop with these institutions an expanded energy efficiency oriented teaching curriculum for engineers, energy auditors, managers and other related professionals. As needed, the contractor shall conduct seminars and/or training sessions for the teaching of this new curriculum.

Deliverables include but not limited, to the following:

1. Complete a comprehensive survey of a minimum of six appropriate educational institutions to identify and determine the feasibility and acceptability of adapting existing teaching curriculum to include specific energy efficiency topics and skills, in coordination with AICTE. One such topic should be related to the role of gender in promoting EE;
2. Develop, in collaboration with at least three such selected academic institutions, an appropriate curriculum to incorporate energy efficiency topics and skills into ongoing educational and training programs; and
3. Organize at least three training sessions and/or seminars/study tours to promote the utilization of the new curriculum by the faculty of the selected institutions.

Task 4. Support to Outreach and Extension Activities– Various organizations of both the U.S. and Indian governments are working out collaborations and partnerships related to energy efficiency and conservation. The Contractor, with the direction of the Cognizant Technical Officer (CTO) in the Office of Environment, Energy and Enterprise of USAID/India, shall be responsible for the provision of administrative, logistical and technical support as required. This will include but not limited to: contracting for specific technical studies; outreach and extension activities and establishing Indian links and/or partnerships with appropriate U.S. and/or international entities focused on areas of interest.

Recently, under an Inter-Agency Agreement with Lawrence Berkeley National Lab (LBNL), efforts are ongoing to establish a think tank that would provide an independent platform where representatives from energy-related industry, utilities, policy makers, consumers, financiers and advocacy groups would discuss critical issues related to energy efficiency. An issue as complex as energy conservation requires the resolution of many conflicting interests within society. Such a platform would allow leaders from diverse energy-related sectors to gather together for longer periods of time than available at conventional conferences and seminars.

However for that to happen there is a need for sustained analysis of data, preparation of white papers and advocacy and dissemination of results through the media, workshop and other communication mediums. This calls for a partnership between US ‘think tanks’ in EE like LBNL and those in India. (See Appendix C for more details)

Deliverables include but not limited, to the following:

1. Serve as the secretariat to provide required services and support. USAID/India CTO in consultation with MoP will provide the Contractor with written instructions as to the specific services, and deliverables that will be required. Examples of the type of work envisioned, includes organizing workshops and study tours, outreach and extension activities and conducting research on specific sector related topics.
2. Provide logistical, administrative, coordination and technical support to US DOE, USEPA and LBNL in the implementation of the agreed activities contained in Appendix B and C.

Task 5. Development Credit Authority – USAID/India is providing YES Bank Ltd., with a 10-year, US \$10.0 million Development Credit Authority (DCA) loan portfolio guarantee aimed at facilitating and financing small scale renewable energy, ***energy efficiency***, and water conservation management projects for small and medium enterprises. The DCA guarantee is structured to encourage investments in activities that reduce the severe power crunch in India. One category of such investments is focused on promoting energy efficient products, including water conservation/management.

YES Bank Ltd. has the technical skills needed to review and assess the viability of the projects that are submitted to it. However, the small and medium enterprises that are eligible to submit applications to the bank often do not have experience and/or the appropriate skill mix to develop and write bankable proposals for loan funding under the USAID provided guarantee authority. Therefore, assistance in soliciting such loan applications and technical advisory services to the small and medium scale enterprises to prepare such applications is required.

IREDA, and a few other financial institutions have similar credit and funds for energy efficiency. Ministry of Power and Power Finance Corporation (PFC) is also considering creating funds to support energy efficiency projects.

The Contractor shall collaborate with YES Bank Ltd, IREDA, MoP, PFC and such other financial institutions to solicit loan applications for appropriate energy efficiency projects. As appropriate, the Contractor shall provide technical advisors to assist potential borrowers with the development of such energy efficiency projects. The Contractor shall provide both the financial and technical documentation needed for loan applications and, in some cases, shall provide consultants to bundle small energy efficiency projects from a number of potential borrowers so as to reduce the transaction costs of awarding small loans.

Deliverables include but not limited, to the following:

1. The completion of at least four successful loan applications for energy efficiency projects under the term of the DCA Guarantee /IREDA/MoP/PFC loan program.

IV. Strategic Objective, Intermediate Results and Performance Indicators

The USAID/India Country Strategy and the Government of India are in agreement that the commercial viability and performance of India's energy sector will be significantly enhanced by improving the management and distribution of electricity, and by promoting access and utilization of clean, energy efficient technologies. As such, the reduction of electricity losses and the adoption of cost-recovery practices at the national, state and municipal levels will contribute to the overall fiscal health of the Indian economy and specifically to the financial status of targeted, debt-ridden state and municipal governments, freeing up scarce resources for investment in neglected social sectors. These improvements are also seen as vital to the mitigation of India's emission of greenhouse gases.

The ECO project, as a whole, and phase III activities that will be implemented under this contractor are focuses on specific tasks and activities that will contribute to the achievement of USAID/India Strategic Objective (SO) #16 ***“Improved Access to Clean Energy and Water in Selected States”*** and the Intermediate Result (IR) of ***“Improved power distribution in selected states”***. In addition, there is a reporting requirement on the State-Aid Indicators and the President's Clean Energy Initiative (OPIN-CEI). The Contractor will be responsible for monitoring and periodically reporting on progress made in achieving these objectives and results, using specific performance indicators.

The performance indicators that shall be used to measure ECO PHASE III progress include but may not be limited to the following;

1. The cumulative number of USAID-assisted energy institutions with improved capacity to reform and manage activities related to the Energy Sector.
2. The number of people disaggregated by gender trained in energy policy, technology, or modern business methods and practices that are required to increase access to modern energy services.
3. The number of people with increased access to modern energy services, as a result of USAID programs.
4. Total number and total value of loans by USAID assisted institutions targeted for FY05-FY07.

The Contractor will be responsible for developing the benchmarks, milestones and performance indicators as a way of reporting on project performance within 90 days from the start of the contract for approval by the CTO.

OPTION PERIODS One, Two and Three**ECO III – Anticipated Program Tasks and Activities**

USAID/India believes there is a high probability that ECO II, and therefore this requirement, will be needed beyond September 30, 2008 base period for an additional 40 months (July 31, 2011) into the new mission strategy period. This is predicated on a number of outcomes such as the continual and vigorous need for pursuing energy efficiency in the country, the progress achieved under the Indo-US Energy Dialogue and, importantly, stakeholder partnerships developed under the first phase of ECO III and the dire need to further strengthen them.

Given the extraordinary anticipated growth in energy demand in India coupled with mounting international price of petroleum crude, increasing the pace and intensity of energy efficiency in the country over the next several decades is unavoidable. It is the universal opinion of experts in the country and abroad that it is vitally important to design, develop and implement energy conservation strategies as a complement to energy supply additions for meeting the energy requirements of the growing Indian economy. Past and current ECO supported activities such as the Energy Conservation Bill 2001, the Energy Conservation Building Codes, Utility driven Demand Side Management programs and Strategic Energy Conservation State Planning would have prepared the ground for impacting momentum and further growth to the energy conservation movement in India.

Experience with energy conservation programs has demonstrated repeatedly that the singular, isolated effort rarely succeeds. Yet many bilateral and multilateral programs have been established without assuring abiding country interest. The lesson has been that programs must be as comprehensive as possible; that program elements such as strategic planning, awareness building, training, energy audits and financing are inter-dependent and must be designed and implemented in a well-orchestrated sequence. Indeed, a sequence of eight essential and interdependent steps has been widely accepted as a standard national energy conservation guide. These are:

1. Institutional and Management Support – This refers to the development and maintenance of organizational structures, managerial systems, staffing and staff development.
2. Policy and Planning -This is an integrative function, drawing upon policy analysis, engineering and special studies, and programmatic experience to arrive at policies, strategies and multi-year implementation plans. It can include the setting of state and national conservation targets, planning and budgeting of sectoral programs, development of legislative and regulatory initiatives, identification of training and educational needs and other state and national level planning.
3. Data Acquisition and Management -This function is the collection, assembly and analysis of data to provide information necessary to carry out energy conservation planning, policy development, program design, implementation and monitoring.
4. Engineering Analysis -Audits, Feasibility Studies -This function involves the on-site identification and subsequent engineering and financial analysis of energy conservation opportunities.
5. Training -Training refers to short-term instruction in narrowly proscribed subjects for specific audiences. The educational function involves institutionalizing energy conservation instruction within academia through curriculum development, teacher training or the development of new courses and degrees.
6. Information and Outreach - Outreach and information are the tools by which awareness is generated and knowledge transmitted through person-to-person contact or using various media. An important aspect is the establishment of Centers of Excellence in end-use efficiency technologies and practices.
7. Financing -The financing function is essential for the implementation of any sizable energy efficiency capital improvements. It is usually external to the state or national conservation agency and therefore requires close coordination for program success.

8. Monitoring and Evaluation -This function provides feedback on all other functions. It serves not only to help make mid-course corrections but also to document success and help garner financial and political support for the energy conservation agencies.

Illustrative ECO Extension Tasks and Activities:

The contractor is expected to design and implement programs that reflect the various steps, which when combined, is illustrative of the comprehensive 8 step Energy Conservation strategy outlined earlier. The comprehensive strategy is to be used as a guiding principle and a framework. While identifying specific projects and activities that would constitute the various steps or elements of the EC strategy, the contractor is expected to build on earlier ECO work specifically those in the first phase of ECO 3.

The following is a brief description of illustrative activities that the Contractor is expected to design and execute:

1. Institutional and Management Support: Under this element, the Contractor shall support the development of EC directional framework and strategic action plans in up to two additional states, strengthen policy planning and program development and train state EC agency staff in energy efficiency program design, implementation and monitoring and evaluation.
2. Program Development: The contractor shall develop discrete projects in building energy efficiency and utility DSM.
Some of the building EE projects could include, but not be limited to:
 - i. Fine tune the ECBC to include additional legal, technical and other provisions;
 - ii. Provide technical support to the dissemination and implementation of the mandatory provisions of the ECBC;
 - iii. Assist in the launch of EE programs in existing public buildings, along the lines of the USDoE's FEMP program in two more states;
 - iv. Provide training in the use of building EE software and simulation models
Some of the utility DSM programs could include, but not be limited to:
 - i. Establishment of Load Research capability in up to two discoms/SEBs;
 - ii. Design of system-wide DSM projects, i.e. efficient lighting, electrical motors program, etc.
 - iii. Design of procurement system for competitive bidding of DSM
3. Energy Audits: The contractor shall design energy audit manuals and other related materials aimed at advancing the audit function in the country.
4. Information & Outreach: The contractor will support the design of model centers of EE excellence that demonstrate efficient use of energy in critical end-use applications. Building on the three model centers that are anticipated to be developed under phase 1, the contractor will pursue similar centers in other regions of the country.
5. Financing: The contractor will support the design of the financing mechanism including the creation, planning and management of a national and/or state energy conservation guarantee fund aimed at reducing the risks associated with energy efficiency financing.

6. **Monitoring & Verification:** The contractor shall promote the concept and the tools needed to adopt M&V as part of energy efficiency project design. In this regard the contractor shall work with national energy conservation agencies and/or industry associations in the promotion of M&V.
7. **Training:** The contractor shall support the training and certification of energy auditors and energy managers.
8. **Industry Association:** The contractor shall provide technical support aimed at advancing the goals and objectives of EE industry association, establish and maintain EE data-base, monitor and evaluate progress in EE implementation and provide policy analysis.

Gender Issues

The Contractor will appropriately pursue opportunities for integrating gender issues within the ECO III activities. Appendix D provides a description on gender issues and illustrative suggestions on possible means for achieving gender integration.

SECTION D - PACKAGING AND MARKING**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID/INDIA
Office of Environment, Energy & Enterprise
Shantipath, Chanakya Puri,
New Delhi-110021
INDIA

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 DELIVERY SCHEDULE

Shall be established within the first six weeks of the award of the contract – part of the Program Implementation Program.

F.3 PERIOD OF PERFORMANCE

The total duration of the contract with option periods is Five years. The base period of performance for this contract is on or about August 1, 2006 until September 30, 2008. The period of performance for option periods, if any, is:

OPTION PERIOD 1: 10/01/2008 through 09/30/2009

OPTION PERIOD 2: 10/01/2009 through 09/30/2010

OPTION PERIOD 3: 10/01/2008 through 07/31/2011

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

Program Implementation Plans –

A. Implementation Plan - Within 45 calendar days of award of the contract, the Contractor finalize an initial program implementation plan based on what contained in the initial proposal and further discussed with MoP and USAID, which would include a time table for implementation of tasks proposed under the scope of work. The plan will describe activities planned to be undertaken to facilitate startup of the described tasks, anticipated delays/problems and steps to resolve them. The plan will also include a description of any proposed deviations from the Contractor's technical approach as contained in their proposal and a discussion as to why the deviation

is recommended. The proposed implementation plan should be reviewed and finalized in consultation with USAID and MoP.

The Contractor shall be responsible for providing periodic reporting to USAID/India as described below, and for any special reporting requirements that may, from time to time, be requested by the CTO.

B. Annual Work Plan – As part of the original proposal that is submitted to USAID, the Contractor will provide a ‘draft’ work plan for the initial year of the contract. This draft plan will encompass all relevant activities envisioned under the contract. Within the first three months of the contract, the Chief of Party, shall review and finalize the details of this initial work plan with the MoP and USAID/India. The final work plan shall include a detailed description of the target results related to each of the tasks described above in this statement of work, as well as detailed information on how each of the tasks will be undertaken and completed. The plan will establish specific benchmarks for measuring progress in completing each of the tasks and each benchmark shall include a target completion date and quantifiable indicators of the achievement of target results. Every year, one month prior to the start of that work-year, a revised, updated work plan will be submitted, in writing, to the CTO for review and approval.

C. Quarterly Progress Reports – The Contractor shall submit progress reports at the beginning of each quarter of the financial year to the CTO. The format for such reports will be provided by USAID and shall contain a minimum of the following information:

1. Progress achieved, since the last report, on each of the tasks and benchmarks established in the work plan, included should be each of the activities undertaken and completed; key contact stakeholders, organizational and individual, involved in the implementation of the activity.
2. Problems or major issues encountered and whether they were solved or are still outstanding and/or require USAID or GOI intervention for resolution.
3. Proposed solutions to any such problems or issues.
4. Noteworthy ‘success stories’, including appropriate photos and other materials which will illustrate the achievement of target results.
5. Documentation of the ‘best practices’ used in achieving results, that can be replicated or utilized in the implementation or design of similar activities.

D. Quarterly Financial Status Reports – Financial status reports shall be submitted each quarter of the fiscal year in the format provided by USAID. These reports, at a minimum, shall contain:

1. The total amount of funding committed to date to the contract, by USAID.
2. The total amount of funding expended by the Contractor to date for each of the major activities that the Contractor has undertaken, including accrued expenditures, broken down by line item of the Contract budget.
3. The existing pipeline of funds (committed funds minus expenditures), by line item of the budget.
4. The amount of funding and time remaining in the contract, by line items in the budget.
5. Any anticipated shortages or overruns in the budgeted amounts of funding.

F.6 PROGRESS REPORTING REQUIREMENTS

In addition to requirements set forth in Section C, the contractor to report on the progress made as per the work plan (to be discussed and finalized in consultation with the CTO) and towards achievement of the objectives and target results of each task.

F.7 KEY PERSONNEL

A. The key personnel that the Contractor shall furnish for the performance of this contract are as follows:

Name	Title
	Chief of Party

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

**F.8 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION
TO PPC/CDIE/DI**

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (OCT 1997)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address (rather than the outdated address in the cited clause):

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910

Telephone Number (301)562-0641
Fax Number (301)588-7787
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)**

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures [Document Number: XXX-X-XX-XXXX-XX]			
Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering,

and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Regional Office of Acquisition & Assistance
USAID/ India
Department of State
9000 New Delhi Place
Washington D.C. 20521-9000

Tel: +91-11-24198796/ Fax: +91-11-2419390 / 8454
Email: IndiaRCO@usaid.gov

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer shall be designated by administrative letter from the Contracting Officer after award of the contract.

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

The Cognizant Technical Officer (CTO) will provide technical direction for this task order.

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The paying office for this contract is:

USAID/India
Regional Financial Management Office
Department of State
9000 New Delhi Place
Washington, Dc 20521-9000

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.3 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to the Development Experience Information Division of the Center for Development Information and Evaluation (PPC/DCIE/DI) in the Bureau for Policy and Program Coordination, copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/ CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in electronic format and hard copy (one copy) to U.S. Agency for International Development PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) of this clause.

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USUSAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

H.2 INSURANCE AND SERVICES

a) Pursuant to AIDAR 752.228-3, Workers Compensation Insurance (Defense Base Act, DBA), USAID's DBA insurance agent is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Diane Proctor or Sue Somers

(703) 813-6503

Hours of Operation are:

8 a.m. to 5 p.m. (EST)

Telefax: (703)354-0370

E-Mail: www.rutherfordord.com

(b) Contractor's are responsible for providing medical evacuation coverage for their employees. The following State Department website, <http://www.state.gov/m/dghr/flo/24051.htm>, provides possible sources from which MEDAVAC coverage may be obtained. USAID does not endorse any of the listed sources. Medical evacuation costs are allowable as a direct cost.

H.5 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000.

H.6 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

[The contractor to propose]

H.6 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.7 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have language English Language proficiency to perform technical services.

H.8 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.9 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

H.10 REPORTING OF FOREIGN TAXES

(a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:
USAID/India
Regional Financial Management Office
Department of State
9000 New Delhi Place
Washington, Dc 20521-9000

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002

52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	JAN 2002
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JUN 2004
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAR 2005
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (MAR 2005)	MAR 2005
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	DEC 2004
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.7001	BIOGRAPHICAL DATA	JUL 1997

752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997

I.2 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUL 2005)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

I.3 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs

within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

**I.4 52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS
(FEB 1997) ALTERNATE I (APR 1984)**

(a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(d) (1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.

(2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer--

(i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred; or

(ii) Provide other equitable relief.

(e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover--

(1) Warranty of technical data;

(2) Ground and flight risks or aircraft flight risks; or

(3) Government property.

I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

AIDAR Clause 752.242-70, entitled "Periodic Progress Reports"

See <http://www.usaid.gov> for Contract information Bulletin (CIB) 98-21.

I.6 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the CTO is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the CTO an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CTO's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the CTO, of planned travel, identifying the travelers and the dates and times of arrival.

I.7 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 5 – “APPENDIX A – Eco Project history”

ATTACHMENT 6 – “APPENDIX B – Scope of Work for USAID-EPA-DOE/LBNL Collaboration on Energy Efficiency in Buildings”

ATTACHMENT 7 – “APPENDIX C – Scope of Work for USAID- /LBNL Support for the Analysis and Implementation of Energy Efficiency Options in India”

ATTACHMENT 8 – “APPENDIX D – Gender Statement Energy Conservation and Commercialization (ECO) Activity Design”

ATTACHMENT 9 – “APPENDIX E- Past Performance Short Form”

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies. (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes: ☐ (i) Paragraph (b) applies. ☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.3 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND
CERTIFICATION (JUNE 2000)****NOTE:**

This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[](1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or
Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

**K.4 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE
CHANGES (APR 2005)**

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked ``Yes" above, the offeror shall-- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.5 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.6 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	MAY 2001
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003

L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this

provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of only one (Cost-Plus Fixed Fee) completion contract type resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

USAID/INDIA
American Embassy, West Building
Shanti Path, Chanakya Puri
New Delhi-110 021
INDIA

Mailing Address:

USAID/INDIA
American Embassy
9000 New Delhi Place
Washington, DC 20521

Facsimile : +91-11-24198390
Email: marcusjohnson@usaid.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror must submit the proposal **electronically** -

- (i) Via Internet email with up to 4 attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment; signatures pages should be scanned and sent as .pdf file attachment. The proposals shall be sent to indiaRCO@usaid.gov and copy to marcusjohnson@usaid.gov , or
- (ii) Via CD-ROM or floppy diskette (3 ½ inch) via hand delivery or courier to issuing office – USAID/INDIA, US Embassy, Shanti Path, Chanakya Puri, New Delhi-110 021, India.
- (iii) The Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit. The subject line in the email(s) are to state “Technical Proposal” or “Cost Proposal” as applicable.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal using the form provided in Section J.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 20 pages and pages submitted in excess of the page limit will NOT be evaluated , and shall be written in English and

typed on standard 8 1/2" x 11" paper (216mm by 297mm paper), single spaced, 11 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 20-page limitation. An executive summary of a maximum of five pages over and above 20-page limit should be included in each proposal.

(d) The technical proposal should, at a minimum, include the following:

1. "Technical Approach"

The statement of work identifies key areas in which expertise is required. Offeror will be evaluated based on its submission of a draft implementation and management plan detailing its understanding, approach to achieving specified deliverables, results, and milestones corresponding with the utilization of resources.

This plan will serve as the Monitoring and Evaluation tool for both the contractor and USAID, once it is agreed with GoI.

The technical approach shall reflect an understanding of content and sequence of activities in the areas indicated in the scope of work. Offeror will be evaluated on their approach towards achieving stated requirements, the consistency of proposed approach with the stated deliverables and innovative approaches to achieve the desired policy and institutional reform outcomes. To maximize program impact and leverage resources, the contractor will be expected to develop strategic alliances and partnerships with a variety of both public and private organizations. Firms that propose creative and innovative approaches to develop such public-private partnerships may be viewed as of higher value in the technical evaluation.

2. "Management Structure and Personnel Qualifications"

The Offeror must clearly describe the professional qualifications of proposed key personnel, including the Chief of Party and short term professionals with respect to each task of the Statement of Work. Qualifications for personnel shall include relevant formal training and professional experience, relevant field experience, project management, and experience as resident in developing countries and the role each will play. Any documents relevant to prior or current experience of participating individuals or organizations in the related field including Indian firms may be submitted as appendices. The responsibilities and lines of authority among the various project participants, including the applicant and sub-contractors and roles and responsibilities of key personnel's and percentage of their time devoted to the proposed project should be discussed and displayed. The Contractor shall provide an advisor to serve as the resident chief of party (COP) for the contract team. The COP shall be a senior, technical expert with at least 15 years of experience in relevant electricity sector, energy efficiency activities. The COP shall have a working knowledge of the latest sector and regulatory developments in the U.S. and India. His/her skill set shall include, but not be limited to: finance and investment; the establishment of non-governmental associations; energy efficiency centers; state and municipal level activities; energy conservation building codes; green building standards and certification processes; small grant program administration; and energy service companies.

The Contractor must show it will have access to short term US, Indian and other international consultants with expertise in the required areas of the scope and have a proven record of managing long-term and short-term teams of US, local experts and staff. In addition, the Contractor would provide, as needed, NGOs and other institutions to ensure required expertise is available for the achievement of the deliverables.

3. "Past Performance"

Offeror are to complete the form in Section J for the 5 most recent completed or active awards. Offeror may also provide up to 5 additional past performance sources (completed or active awards) using the form in Section J, that it believes most accurately reflect relevant past performance experience given the requirement in this solicitation.

L.8 [RESERVED]**L.9 INSTRUCTIONS REGARDING KEY PERSONNEL**

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.10 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

The Cost proposal should be forwarded separately from the Technical Proposal. The cost data should be in a worksheet format and each sheet be linked (formula wise) to the other sheet as appropriate to affect any change in one sheet resultant change in the other related sheets. Though there is no page limit for the Cost proposal, the cost/business proposal shall support the offeror's technical proposal. Support any information provided by explanations or rationale to establish a basis for evaluation. Provide Budget Notes for each cost element providing narrative for your assumptions. If the cost proposal does not support the technical proposal, the offeror's overall proposal rating will be downgraded.

ADDITIONAL INSTRUCTIONS FOR PREPARATION OF THE COST PROPOSAL**a. Definitions**

1. Annual Salary: The annual salary of an employee is that individual's basic compensation exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses.

2. Daily Salary: The daily salary of an employee is established by dividing the annual salary of the individual by 260, the number of work days in a year.

b. General

1. Offeror cost proposal must be completely separate from the Offeror's technical proposal.

2. If subcontracting is contemplated under CLIN 0001, indicate the types of work to be subcontracted, stating: the percentage of each type of work subcontracted, extent to which competition was or will be solicited prior to selection, subcontractor selected and reasons therefore, and the method of analyzing prospective subcontractor proposals.

3. The offeror shall propose the level of effort (labor days) allocation to be utilized over the contract performance period under CLIN 0001 of the contract.

c. Items to be included in the cost proposal.

In addition to the items listed in L, the following specific items shall be included in the proposal. Failure to furnish full and complete information may cause an offer to be considered unacceptable. If the offeror is a joint venture or partnership, the proposal shall include the data requested for each of the partners or joint venture firms.

1) A Contractor Employee Biographical Data Sheet (See Section J) for each individual proposed for performance of long term positions under the contract (including all individuals designated as "key persons" under the contract. Each sheet must be signed, complete, accurate, up to date and indicate the proposed salary as it relates to the Offeror's proposal.

2) A letter or other documentation from the Offeror's cognizant Government Audit Agency, if any, stating the Offeror's most recent final indirect cost rates, the current provisional rates accepted by the cognizant Government Audit Agency for proposal/billing purposes, the base to which such rates are applied, and the Offeror's fiscal year.

3) RESERVED

4) Standard Form 1411, "Contract Pricing Proposal Cover Sheet" (see section J), with supplemental detailed information in sufficient detail to permit cost analysis for a cost-reimbursement contract. The cost proposal shall follow the budget format as proposed in Section L above, including the major budget line items, set forth below, and be broken down by year, for the period of the contract.

5) Subcontractors' costs shall be included under the "Subcontract" budget line item, but within such budget line item, shall follow the same CLIN format as discussed in Section L., below. While hard copy of the cost proposal is elective, the contractor shall provide an electronic copy of all spreadsheets supporting the cost proposal in a format compatible with MS Excel.

6) The Offeror shall also propose a cost management plan which will address all strategies and mechanisms that the offeror will employ in order to ensure that performance elements of this contract will be completed within the total estimated cost proposed. The cost management plan should describe the management systems in place and their application in all major functional cost areas such as: planning, budgeting, scheduling, measurement and reporting of cost and schedule performance.

d. Cost Realism.

The Offeror's proposal is presumed to represent its best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance, and cost or price, should be explained in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and their financial ability to perform the contract, and may be grounds for rejection of the proposal.

e. Contract Line Item Number (CLIN)

1. The following discussion reflects important changes in the way that USAID is tracking results and funds needed to achieve these results. For purposes of developing a cost proposal, the Offeror shall develop CLINs.

2. A contract shall identify the items or services to be acquired as separate CLINS unless it is not feasible to do so. CLINS basically have three characteristics:

- a) Single Unit Price: The item shall have a single unit price or a single total price;
- b) Separately Identifiable: A CLIN must be identified separately from any other items or services on the contract;
- c) Separate Delivery Schedule: Each CLIN item or service shall have its own delivery schedule, period of performance date, or completion date expressly stated.

3. Each CLIN is to be expressed in summary budget form as follows. Line items not applicable should contain "0".

Total Direct Labor	
Salary and Wages	\$ _____
Fringe Benefits	\$ _____
Consultants	\$ _____
Travel, Transportation, and	
Per Diem	\$ _____
Equipment and Supplies	\$ _____

Subcontracts	\$ _____
Allowances	\$ _____
Participant Training	\$ _____
Other Direct Cost	\$ _____
Overhead	\$ _____
G&A	\$ _____
Material Overhead	\$ _____
Total Estimated Cost	\$ _____
Fixed Fee	\$ _____

Total Est. Cost Plus Fixed Fee \$ _____

L.11 SMALL BUSINESS PARTICIPATION

(a) As part of the evaluation of past performance in Section M.4 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and past contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract.

In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

1. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).
 2. To supplement the narrative summary in 1. above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.
 3. Provide us with the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her phone number, and e-mail address for each.
 4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.
- (b) Small business concerns will not be evaluated favorably or unfavorably (consistent with FAR 15.305(a)(2)(iv)).

U.S. GOVERNMENT ESTIMATE

a. The total estimated amount available is no more than US\$ 8,500,000, including all option periods. Upon contract award, the total estimated cost plus fixed fee shall be incorporated into Section B of the contract. That total estimate includes the cost/price of all CLINs (including all option periods) over the life of the contract. The amount available for base period ending September 30, 2008 is \$3,500,000. The amount available for all option periods is \$5,000,000, equally divided among the option periods for budgeting purposes.

[End of Provision]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

M.2 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein. ONLY THOSE OFFERS DETERMINED TO BE RESPONSIVE WILL BE EVALUATED ON THE BASIS OF EVALUATION CRITERIA LISTED BELOW.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The Government shall use Best Value/Trade-off evaluation method in evaluating all offers. Technical factors, when combined, are significantly important than Cost/price. The significant technical factors stated below are presented in rank order of relative importance, so that offerors will know which areas require emphasis in the preparation of proposals. The "Technical Approach" factor is most important, then the second most important factor is "Management Structure and Staff Qualification" and lastly "Past Performance." Within each of these significant technical evaluation factors are a list of specific subfactors, which, when combined, form the basis of the significant technical evaluation factor. Each group of subfactors under a particular significant technical evaluation factor is of equal weight relative to each other. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

I. Technical Evaluation Factors

A. Technical Approach: The offeror will be evaluated based on its submission of a draft implementation and management plan detailing its understanding, approach, to achieving specified deliverables and results, as set forth in the Statement of Work including appendices covering gender and performance monitoring. The Contractor will also be evaluated based on his/her understanding of the work, soundness of its proposed strategy, time schedule and deliverables as indicated and demonstrated in the implementation plan. The technical approach described in the proposals will be evaluated on:

1. The demonstrated understanding of the overall project context, the target objectives, results of project and the ability to identify constraints, risks and techniques and actions to overcome them.

2. The strategy and innovative approach to achieve the objectives and realism of the time frame for the start-up and implementation plan.
3. The plan to effectively and efficiently mobilize and manage subcontractors, partners and short term U.S. and Indian personnel as per the requirements of the activities in the statement of work.
4. The degree to which the work responsibility for each subcontractor is described, including a description for how they are uniquely suited, as well as means to ensure coordination between different subcontractors.
5. The degree that this phase of ECO is able to leverage and build on earlier ECO accomplishments and learn from the ECO lessons.

B. Management Structure and Staff Qualification

The proposed management structure and staff will be evaluated on:

1. The professional qualifications and past experience of the Chief of Party and the proposed local partners and subcontractors, related to the implementation and completion of technical assistance activities under similar, multifaceted, donor-funded projects.
2. The extent to which the requisite expertise and experience of the COP will directly contribute to and enhance the successful implementation and completion of the tasks.
3. The lines of communications and mechanisms that will be used to enhance coordination to achieve the objectives and results described in the statement of work and the proposed lines of communication and reporting to USAID.
4. The demonstrated experience of the staff in integrating gender and environment consideration into energy activities.
5. The roles and responsibilities of subcontractors and short-term technical experts and the appropriateness of proposed level of effort for individual team members and short term consultants based on their expertise and suitability to the specific activity.

C. Past Performance

1. Demonstrated the past performance and the record of adherence to contract schedules, including the effective cost control, administrative aspects of the performance and client satisfaction.
2. Demonstrated familiarity and relevant experience in developing curriculum, training programs, conducting study tours, designing and managing sub-grant and sub-contract programs on energy efficiency and its regulation in developing countries, specifically in India.
3. Demonstrated past experience in the use of local (in country) expertise for materially significant (technical and professional) roles in implementation of similar programs of the same or similar size in India or South Asia or other developing countries.
4. Demonstrated relevant international and local experience, and familiarity in developing business models and formulating strategy for implementation of EE projects, academic training programs, communication and marketing strategy for promotion of energy efficiency.

(NOTE: USAID may use past experience information obtained from sources other than the sources identified by the contractor. The Technical Evaluation Committee may give more weight to past performance information that is considered more relevant or more current. If the Offeror asserts that it has no relevant past performance information, the Offeror's proposal will not be evaluated favorably or unfavorably on past performance in accordance with FAR 15.305(a)(2)(iv). Past performance information will be used for both the responsibility determination and best value decision.)

II. Cost/Price Evaluation Factors

Cost as an Evaluation Factor. Proposed cost proposal will not be scored, but will be a selection factor and considered in making a best value terms of the total proposed amount, proposed cost and the proposed fee. A cost realism analysis will also be conducted.

1) Cost realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance, within the Offeror's technical and management approach. Cost realism evaluation shall be performed as part of the evaluation process:

(a) to verify the Offeror's understanding of the requirements; (b) to assess the degree to which the cost/price proposal accurately reflects the approaches or risk assessments made in the technical and management approach as well as the risk that the Offeror will provide the supplies or services for the offered prices/cost; and (c) to assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal.

2) Evaluation

Following the technical review process, a review of the cost realism analysis will be conducted on the cost proposals. Although cost has not been assigned a weight, it will be evaluated for general reasonableness, allocability, allowability and cost-effectiveness.

In evaluating the offeror's proposal, the Government will estimate the overall cost to the Government, including fee, which in the Government's judgment will result from the offeror's performance of the Contract. In making this determination, if the proposed cost is considered to be unrealistic, the offeror's proposed cost, including proposed fee, will be adjusted upward or downward to reflect more realistic costs. Therefore, the evaluated cost, including fee, will be used in making a selection decision. Cost proposals will be also be evaluated in terms of cost effectiveness and cost containment concepts including the indirect cost rates ceilings proposed, if any, and the maximum salary increases proposed.

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) Competitive Range: The USAID reserves the right to award without discussions. If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every

reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

ATTACHMENT 1**IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)				2. Contractor's Name		
3. Employee's Address (include ZIP code)			4. Contract Number		5. Position Under Contract	
			6. Proposed Salary		7. Duration of Assignment	
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)		
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment						
12. EDUCATION (include all college or university degrees)					13. LANGUAGE PROFICIENCY (See Instructions on Reverse)	
NAME AND LOCATION OF INSTITUTE		MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking
14. EMPLOYMENT HISTORY 1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment. 2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.						
POSITION TITLE		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Annual Salary
				From	To	Dollars
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)						
SERVICES PERFORMED		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Days at Rate
				From	To	Daily Rate in Dollars
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.						
Signature of Employee					Date	
17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)						
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.						
Signature of Contractor's Representative					Date	

INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of informatoin. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. CONTRACT <input type="checkbox"/> b. GRANT <input type="checkbox"/> c. COOPERATIVE AGREEMENT <input type="checkbox"/> d. LOAN <input type="checkbox"/> e. LOAN GUARANTEE <input type="checkbox"/> f. LOAN INSURANCE		2. Status of Federal Action: <input type="checkbox"/> a. BID/OFFER/APPLICATION <input type="checkbox"/> b. INITIAL AWARD <input type="checkbox"/> c. POST-AWARD		3. Report Type <input type="checkbox"/> a. INITIAL FILING <input type="checkbox"/> b. MATERIAL CHANGE FOR MATERIAL CHANGE ONLY: YEAR QUARTER DATE OF LAST REPORT	
4. Name and Address of Reporting Entity: <input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE TIER _____, IF KNOWN: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Congressional District, if known:		
6. Federal Department/Agency			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number if known:			9. Award Amount if known:		
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)			b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI)		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Printed Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL (Rev.7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

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ATTACHMENT 4
CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____.**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM _____

SIGNATURE _____

NAME _____

TITLE _____

DATE OF EXECUTION*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.

ECO Project history

The project, as described in Annex 1 of the subject Project Agreement, aims to reduce the rate of growth of greenhouse gas (GHG) emissions through the widespread commercialization of end-use energy efficient technologies and services in India within the context of country's power sector. During its period of implementation, the project will also continue and enhance the efforts of the existing energy-sector activities (such as Utility Partnerships, Energy Training Programs, Sustainable Cities' Initiative, Regulatory Reform and Restructuring Training efforts, etc.) to strengthen India's power sector reforms and promote energy efficiency, as well as to develop market-oriented approaches for stimulating investments in improving end-use energy efficiency.

Definition of the Project - As described in the Amplified Project Description, Annex 1 of the Project Agreement, the following two components will promote widespread commercialization of end-use energy efficiency technologies and services in India.

- A. Energy Efficiency Market Development and Financing Component - This component will remove barriers to the energy efficiency market and assist stakeholders and institutions involved in developing, designing, constructing, financing, implementing and operating energy efficiency projects.
- B. Energy Efficiency Policy and Institutional Reforms – This component will focus on policy development and reform issues at the central and state levels and assist government agencies and institutions in creating a supportive market environment for the commercialization of energy efficiency technologies and services.

The market oriented component is aimed at achieving the following objectives:

- increasing the number of energy efficiency projects that achieve financial closure and become operational;
- developing market transformation strategies and programs for key energy efficient technologies;
- strengthening India's energy efficiency service companies (ESCOs).

The objectives of the project's policy component, which addressed regulatory and institutional reform issues at both the central and state government levels, included:

- assisting the MOP and the BEE to implement the Energy Conservation Act (ECA) of 2001;
- helping the MOP and BEE to introduce energy efficiency concepts in government buildings at the central, state and local levels;
- introducing energy efficiency practices (transmission and distribution loss reduction) and Demand-Side Management (DSM) within innovative and reforming utilities; and
- training for members and staff at the state electricity boards and electric regulatory commissions.

The initial phase of the project, ECO I, encompassed a large number of activities covering a wide range of energy conservation concerns. The project relied on a broad-brush approach to implementation with major emphasis on training, workshops, study tours and feasibility studies. Some administrative and contractual constraints that surfaced during ECO I were, for the most part, resolved in the design of phase two of the project, ECO II.

Following approval of the ECA of 2001 the BEE developed a comprehensive Energy Efficiency Action Plan (EEAP). Subsequently, USAID and the BEE agreed that a number of ECO I activities that were consistent with the Action Plan would form the basis of ECO II. The major objectives of this second phase of the ECO project were:

- supporting the implementation of the BEE Action Plan in specific thrust areas;
- reducing greenhouse gas emissions, and
- building capacity for implementation of ongoing energy efficiency/DSM programs.

The approach of ECO II has been to rely on a technical assistance which contributes, primarily at the state-level, to the sustainability of energy conservation measures. The major activities included (1) implementing DSM programs in state utilities; (2) developing a DSM Best Practices Guidebook; (3) developing an Energy Conservation Building Code; (4) strengthening an Energy Conservation Action Plan for the State of Maharashtra; and (5) developing options for the establishment of a state conservation fund.

In June of 2003 the ECO project was amended to extend the completion date to 2007 and increase the life-of-project funding level to finance a new and related activity, the Distribution Reform, Upgrades and Management (DRUM) project. This project focuses on the enhancement of access to clean energy and water resources and on the reduction of the rate of growth of greenhouse gas emissions through the widespread commercialization of energy efficient technologies and services in India. Again in 2004 USAID extended the project completion date to 2008 to enable the ECO project to continue to support the achievement of USAID's Strategic Objective #16 ***“Improved access to clean energy and water in selected Indian states”***, which has been extended through 2008.

Scope of Work for USAID-EPA-DOE/LBNL Collaboration on Energy Efficiency in Buildings

Purpose

This SOW delineates cooperation among three U.S. Government Agencies (USAID/India, the U.S. Environmental Protection Agency, and the Department of Energy/Lawrence Berkeley National Laboratory) to demonstrate the feasibility and effectiveness of programs that reduce energy consumption in buildings in India, and also lower emissions of greenhouse gases (GHG) and air pollutants. The activities outlined in this SOW will be linked to and supported by USAID/India's Energy Conservation and Commercialization Project. Under a USAID/India cooperative agreement with the International Institute of Energy Conservation (IIEC), specific language has been drafted to support this initiative. IIEC will, "Coordinate and act as a nodal point for the EPA-LBNL initiated public buildings energy efficiency activity in the State of Maharashtra".

The scope of work will support Indian partner institutions initially in the State of Maharashtra. Through a link to the Ministry of Power's Bureau of Energy Efficiency and the emerging U.S.-India Energy Dialogue, the potential will exist to enhance partner capacity to sustain and expand these programs over time, while producing measurable reductions. The project will address several specific opportunities for building energy efficiency improvement:

Voluntary Partnerships for Existing Commercial Buildings - the project will work with the Bureau of Energy Efficiency (BEE) and the Maharashtra Energy Development Agency (MEDA) to design and implement a voluntary partnership program with commercial buildings. These partners will be supported to implement low-cost energy efficiency improvements in their buildings and the energy savings, GHG and other environmental benefits will be documented.

Government Buildings - the project will work with the BEE and other partners in developing tools and strategies for government energy management and demonstrating energy and GHG savings in selected Indian government buildings.

New Buildings - The Green Buildings Program supported by USAID and the Confederation of Indian Industry (CII) will continue to support design and construction of new commercial buildings that meet green building standards including high energy efficiency. This activity will complement the Green Buildings Program.

Training and Tools - Models, manuals and other tools will be developed and training and outreach materials will be produced and tested with Indian users. These materials will enhance the quality of training and certification programs for energy auditors and managers in energy efficient building programs.

Objectives

1. Assist the Government of Maharashtra to implement components of its Energy Conservation Plan related to energy efficiency in buildings.
2. Facilitate the rapid implementation and improved effectiveness of energy efficiency and related programs in the Indian buildings sector.
3. Facilitate improved coordination and information sharing on energy efficient buildings among various state-level and national stakeholders.
4. Identify specific, targeted technical assistance, tools and methods which can be of greatest value in building sustainable capacity to implement and expand building energy efficiency programs in Indian institutions.

5. Provide information to and document accomplishments under the U.S.-India Climate Change Partnership.
6. Provide information to and document accomplishments under the U.S.-India Energy Dialogue

Tasks

1. Agree on a work plan among partners (USAID-EPA-LBNL) that is endorsed by MEDA by July 2005.
2. Develop three case studies of Maharashtra energy efficient public and commercial buildings by January 2006.
3. Provide technical assistance for two public and two private energy efficient pilot demonstration building projects by March 2006.
4. Develop and implement a minimum of two training courses on energy efficient buildings by April 2006.
5. Provide technical assistance to the Maharashtra Government in preparing a policy directive and specifications (coordinated with BEE) for a lighting procurement program in association with “Homebright” and “Workbright” by April 2006
6. Expand network of partners working in energy efficient buildings through outreach and communication by April 2006.
7. Develop standardized format for energy consumption and audit data by April 2006.
8. Develop strategies for longer term systemic market transformation in energy efficient buildings by April 2006.

Deliverables

1. Approved work plan (July 2005).
2. Three case studies on energy efficient buildings in Maharashtra completed (January 2006).
3. Four technical plans for energy efficient demonstration buildings completed (March 2006).
4. Two training courses on energy efficient buildings completed (April 2006).
5. Draft policy for energy efficient lighting procurement program formally presented to the Government of Maharashtra (April 2006).
6. Email address list of energy efficient partner network presented to MEDA, BEE, and USAID; outreach materials disseminated via email and through other means (April 2006).
7. Standardized format for energy consumption and audits submitted to BEE and Government of Maharashtra (April 2006).
8. Written document outlining Maharashtra strategies for longer term systemic market transformation in energy efficient buildings submitted to BEE and Government of Maharashtra by April 2006.

**Scope of Work for
USAID- /LBNL
Support for the Analysis and Implementation of Energy Efficiency Options in India**

Background:

India currently ranks sixth in the world in terms of energy demand. With sustained economic growth (6-7% GDP growth per annum), its demand for energy could increase significantly, and by 2015 it could emerge as the third largest consumer of energy after the US and China. This extraordinary growth in energy use will place great stress on the financial, managerial and physical resources of the country, creating capital and energy shortages as well as environmental problems. The latter has important global climate change implications since India is the fourth largest emitter of greenhouse gases (GHGs) in the world while having the second largest emissions growth rate. Thus there is a compelling need to raise the profile of energy efficiency in developing countries like India for a variety of reasons, but the two imperative ones are:

A. Exclusive dependence on energy supply strategies would aggravate the risks posed by market volatility and supply disruptions and serve to heighten energy security as a major issue to be addressed through alternatives such as reducing the energy (oil) intensity in the country.

B. The technical and market potential for energy efficiency is a few orders of magnitude greater than the actual results seen on the ground. Barriers such as capital availability, absence of information and awareness, principal agent problems, and inconsistent policies have impeded the implementation of energy efficiency. In many cases, a program that helps raise awareness or one that promotes regulatory interventions or that which addresses the risks associated with EE financing is likely to help counter the potential barriers that EE programs face.

A unique and strategic ‘Energy Dialogue’ between India and the U.S has been launched recently. The goal of this dialogue is to promote increased trade and investment in the energy sector by working with the public and private sectors in both countries; to identify areas of cooperation and collaboration related to energy and to build a range of cooperative activities to help secure clean reliable and affordable sources of energy. To focus on the dialogue, five working groups have been established, one of which is on ‘Power and Energy Efficiency’. This group, which is chaired by USAID, endeavors to strengthen mutual energy security and promote stable energy markets; ensure adequate supplies of energy to support desired levels of economic growth; exchange information and develop lines of communication for policy coordination in times of market instability and in overall energy efficiency. The dialogue can be advanced through a partnership between US and Indian think tank groups that the bilateral program –Energy Conservation and Commercialization (ECO) will support.

Purpose and Rationale: It is proposed to establish an expert group (think tank), with an Indian counterpart(s), who would provide sound technical analysis and independent advice for the successful implementation of energy efficiency options in India. The groups would also provide an independent platform for exchange of ideas and information between representatives from energy-related industry, utilities, policy makers, consumers, financiers and advocacy groups.

There is strong need for an independent expert group (think tank) to provide a platform for unbiased discussions on a wide range of energy topics. An issue as complex as energy conservation requires the resolution of many conflicting interests within society. Such a platform would allow leaders in various energy efficiency sectors to gather for exchange of ideas and information for longer periods of time than available at conventional conferences/seminars.

Support to a "think tank" agency that would provide the technical and theoretical underpinnings of national EE policy is an important goal for a bilateral USAID/India initiative. It is important that the issues that impede the progress of energy efficiency are identified, understood, and analyzed, and remediation steps taken. However for that to happen there is a need for sustained analysis of data, preparation of white papers and dissemination of results through the media, workshop

and other communication mediums. This calls for a partnership between US ‘think tanks’ in EE like LBNL and those in India.

Indicative Tasks: The expert group (think tank) would undertake the activities that are noted in Tasks 2 through 7. These activities may include visits to LBNL and other US institutions, and training programs for stakeholders for extended periods to learn about energy efficiency analysis and implementation approaches.

Task 1 is to prepare a detailed work plan for the setting up of the LBNL expert group and a counterpart group(s) in India, and to refine the activities and deliverables noted in Tasks 2 through 7 below in support of the goals of the US-India Power and Energy Efficiency Working Group.

1. In consultation with AID project manager(s), LBNL will develop a refined and revised work plan for setting up an expert group (think tank) and for creation/strengthening of an Indian counterpart institution(s).

Deliverable: The setting up of a information sharing and strategic partnership between the US and Indian expert groups. A report detailing the structure and activities of the LBNL and Indian counterpart expert groups.

2. Sustained analysis of data on energy use, energy efficiency potential, Indian and world best practices, energy prices, and scenarios of future energy use.

Deliverables: Creation of a data and information base on above parameters, and white papers that assess the energy efficiency potential and costs in India at the national and state level.

3. Preparation of approach paper on the market strategies, assessment of technology needs, identification of gaps, and the role of technology transfer to advance energy efficiency in key products and processes.

Deliverable: An approach paper that describes the priority order for energy efficiency options, and lays out a strategy and plan for its implementation.

4. Information and usage of available tools/models to promote and implement energy efficiency, especially in the buildings sector and for end use efficiency improvements. Demonstrate the use of one of these models for an application in India.

Deliverable: A paper that identifies models that could be used for analysis of energy use in buildings, benchmarking of energy use in industry, power sector reliability with one case study application.

5. Assessment of maturity of capital markets, principal agent issues, and the necessary institutional infrastructure for innovative financing.

Deliverable: A report that demonstrates applicability of alternative financing approaches for energy efficiency improvement in a selected sector and region.

6. Estimation of the macroeconomic impact on the state government budget and economic output (Gross State Product) due to increased efficiency in the use and supply of electricity for selected states/ national level, and highlight the impact of energy efficiency on fiscal deficit.

Deliverable: A report that details the macroeconomic benefit to Indian state(s) and lays out the cost effective ranking and plan for the implementation of electricity efficiency.

7. Dissemination of results and findings through the media, workshop and other communication mediums.

Deliverable: Presentations on study findings, implementation mechanisms, alternative approaches to financing, data analysis, and macroeconomic benefits of energy efficiency at workshops and conferences in India and elsewhere.

Gender Statement
Energy Conservation and Commercialization (ECO)
Activity Design

Energy is central to sustainable development and poverty reduction efforts. It affects all aspects of development -- social, economic, and environmental -- including livelihoods, access to water, agricultural productivity, health, population levels, education, and gender-related issues.

Indian women, men and children utilize and depend on energy resources in different ways. As such, the differences need to be identified and incorporated into ECO activity design and implementation to better ensure sustained social and economic impact.

Women are pivotal in the urban energy situation. Energy pricing and availability politics including those on new energy technologies, electrification, credit, and fuel subsidies determine women's access to more efficient fuels and appliances, and hence a significant part of their time and budgets. Energy costs affect family budgets and can decrease the amount of money available for other items such as food and education. Women can provide valuable input into energy pricing policy: their preferences, real costs including labor in searching for fuels, impacts of scarcities, and real benefits to them as fuel users as well as acceptable trade-offs.

Since access to reliable electricity of sufficient quality is a catalyst for development, women and girls, who represent vulnerable populations in many Indian communities, arguably stand to gain the most in terms of improvements in access to reliable energy supplies. USAID does not view enhanced access to energy as an end in itself, but as a means to improve such things as educational opportunities, health care, and income generation. As total household resources increase, more opportunity and resources are available for women and girl children, who due to social norms in India often receive less education, food, and health care than men and boy children. When viewing enhanced access to reliable energy sources as a catalyst for social and economic development, women and girls arguably stand to benefit the most.

Finally, the precarious financial condition of State Electricity Boards (SEBs) has consequences that extend beyond the reliability of energy services. Over the years, SEBs have caused an increasingly larger drain on the State Government budgets, contributing to 10-15% of state fiscal deficits, and eclipsing needed investments in the social sectors of health and education. Just as when less total available resources at the household level have a disproportionately negative impact on girls, similarly, fewer resources for social sector investment at the State level have a disproportionately negative impact.

By acknowledging these issues, ECO III can be designed and implemented to better ensure more equitable social and economic developmental impacts. Integration of gender issues in specific ECO activities will better ensure broad acceptance of activity objectives and will help promote strong alliances to carry the work forward in the future. In addition, the likelihood of discovering significant constraints or negative impacts on women and girls is significantly increased by incorporating gender issues.

Though gender sensitivity is important throughout ECO, Task 3 Education Curriculum and Professional Training -- represents the most important avenue for operationalizing this approach. It is through this element that actual implementation of improved energy efficiency will be realized at the community level and community participation will be actively pursued in this context. As such, under Task 3, USAID should pursue activities that specifically target women and girl children, look for cross-sectoral approaches to enhance gender throughout the USAID portfolio, and collect and utilize gender disaggregated data to assess and enhance activity impact. The following represents some illustrative suggestions on what USAID and partners might be concerned with during design, implementation, monitoring and evaluation of ECO III:

1. Specific ECO activities should target women and girls. Training and outreach activities should acknowledge how women, men, and children are affected differently by access to reliable energy resources and how they might contribute

differently to improving energy efficiency or influencing the reform agenda. Careful attention should be paid to the quality of women's participation in all aspects of improving energy efficiency. It is important to note whether women actually assume decision making and policy influencing roles in the user groups and what household or community dynamics affect this participation. Women, either individually or through groups, should also be targeted for loans to promote their participation.

2. Opportunities should be pursued to integrate ECO training and outreach activities related to gender with other USAID activities. This will strategically promote a gender sensitive approach across the USAID portfolio in India. Development of cross-sectoral activities related to ECO III in income generation, democracy and governance, equity, education, disaster management, and health are particularly important. As such, gender sensitive approaches should be shared widely amongst USAID/India Strategic Objective teams and synergistic opportunities should be actively pursued.

3. Gender disaggregated data should be collected and used. Data on women's participation in training, user groups, and outreach activities should be reported on annually through the normal USAID reporting procedures. Data should be used in an iterative fashion as part of ongoing activity monitoring and evaluation. ECO III partners must be attuned to make adjustments in activities should the data indicate they be warranted. ECO III social impact analysis including gender issues should be conducted as part of the mid-cycle review. Part of the social impact analysis might include a survey that explores community perceptions on the changing role of women as well as a qualitative analysis on how ECOIII has impacted the lives of women and girls.

The Contractor will identify appropriate programs within the program strategy for gender integration. Once the program strategy is in place, the Contractor would both develop curriculum, course material and case studies with a gender perspective and integrate these into existing institutional programs. The Contractor will also share these material more broadly with other USAID partners to increase the possibility of their application elsewhere.

The Contractor will review and appropriately incorporate the existing training curriculum and material which different institutions might have developed on their own or with support of USAID supported training being implemented under other projects. A substantial body of knowledge has been created and exists on gender and energy and the Contractor will build upon this knowledge and incorporate it into the curriculum and its related materials. Other power sector reform activities of various donors in India such as the World Bank, DFID and others in states including Orissa, Andhra Pradesh, and Karnataka among others will be reviewed for their gender dimensions.

CONTRACTOR PERFORMANCE REPORT - SHORT FORM
PART I: Contract Information (to be completed by Offeror)
1. Name of Contracting Entity:
2. Contract Number:
3. Contract Type:
4. Contract Value (TEC): (if subcontract, subcontract value)
5. Description of Work/Services:
6. Problem: (if problems encountered on this contract, explain corrective action taken)
7. Contacts: (Name, Telephone Number and E-mail address)
7a. Contracting Officer:
Phone Number:
Email Address:
7b. Technical Officer(CTO):
Phone Number:
Email Address:
7c. Other:
8. Offeror:
9. Information Provided in Response to RFP No.: